IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
APPELLATE SIDE
NAGPUR BENCH, NAGPUR

C. A. O. NO. 718 & C. A. F. NO. 3077 OF 2010
IN
FIRST APPEAL NO. 285 OF 2005 (Decided)

[National Insurance Co. Vs. Vatsalabai wd/o Rajhansh Lanjewar & Ors.]

Office Notes, Office Memoranda of Coram, appearances, Court orders or directions and Registrar's orders	Court's or Judge's Orders

Smt. Pathade, Adv for applicants.
Shri C. A. Anthony, Adv for non applicants.

CORAM: .R. M. SAVANT J.

Dated: 14th JANUARY, 2011.

By Civil Application No. 718 of 2010 the applicants who are the original respondents 1 to 4 to the First Appeal seek setting aside of the order passed by the Lok Adalat on 3rd November 2007 and by Civil Application No. 3077 of 2010 the said respondents seek review of the orders dated 29.02.2008 passed in Civil Application No. 1402 of 2008 and order dated 23.11.2009 passed in civil application No. 2828 of 2009 by a learned Single Judge of this Court (Pangarkar J.)

The dispute in the above First Appeal was referred to the Lok Adalat, in its sitting on 03.11.2007 the Lok Adalat resolved the said dispute

by directing that the respondents 1 to 4 would be entitled to Rs. 2,60,000/- and that Insurance Company is entitled to receive back a sum of Rs. 76,000/-. Lok Adalat observed that the respondents 1 to 4 i.e. the applicants would be entitled to interest that has accrued. It is required to be noted that in terms of the order passed by the Lok Adalat dated 03.11.2007 an order came to be passed by Pangarkar J. on 29.02.2008 recording therein the decision of the Lok Adalat and ordering the payment as per the directions of the Lok Adalat. Thereafter Civil Application No. 2828 of 2009 came to be filed by the respondents 1 to 4 for modification of the said order dated 29.02.2008 and the said relief was refused by the learned Judge.

Now the present civil applications have been filed virtually seeking the same relief except that it is now styled as review application. It is the contention of the respondents 1 to 4 that the Lok Adalat had directed the payment of interest that has accrued to the said respondents on the amount of Rs. 3,36,000/- and therefore though this Court had directed the amount to be paid in proportion mentioned in the order dated 29.02.2008 the respondents applicants would be entitled to the total interest to the exclusion of the insurance company. In my view the said contention of the respondents is misconceived. Once the Lok Adalat had directed the disbursal of the amount in the proportion mentioned in its order dated 03.11.2007 and accepted by this Court by its order dated 29.02.2008, it necessarily implies that the interest which has accrued on the total amount

of Rs. 3,36,000/- would have to be distributed on a pro rata basis qua the respective sums of Rs. 2,60,000/- and Rs. 76,000/-. In fact in the said order dated 29.02.2008 a similar contention raised by the respondents/applicants came to be rejected by the learned Single Judge. The distribution of interest accrued on pro rata basis in my view is reasonable in the light of the order of the Lok Adalat, therefore, no case for grant of any reliefs in the above civil applications is made out. Both the applications are accordingly rejected.

JUDGE

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